

Exhibit 2

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

VS.

JAMMIN' JAVA CORP., dba MARLEY COFFEE, SHANE G. WHITTLE, WAYNE S. P. WEAVER, MICHAEL K. SUN, RENE BERLINGER, STEPHEN B. WHEATLEY, KEVIN P. MILLER, MOHAMMED A. AL-BARWANI, ALEXANDER J. HUNTER, and THOMAS E. HUNTER,

Defendants.

Case No. 2:15-cv-08921 SVW (MRWx)

**CONSENT OF DEFENDANT
THOMAS E. HUNTER**

1 1. Defendant Thomas E. Hunter (“Defendant”) acknowledges having been served
2 with the complaint in this action and admits the Court’s jurisdiction over Defendant and over
3 the subject matter of this action.

4 2. Without admitting or denying the allegations of the complaint (except as
5 provided herein in Paragraph 11 and except as to personal and subject matter jurisdiction,
6 which Defendant admits), Defendant hereby consents to the entry of the final judgment in the
7 form attached hereto (the “Final Judgment”) and incorporated by reference herein, which,
8 among other things:

- 9 (a) permanently restrains and enjoins Defendant from violating Section 17(b)
10 of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(b)] and
11 Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”)
12 [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];
13 (b) orders Defendant to pay a civil penalty of \$300,000 under Section 20(d)
14 of the Securities Act [15 U.S.C. § 77t] and Section 21(d)(3) of the
15 Exchange Act [15 U.S.C. § 78u]; and
16 (c) prohibits Defendant from participating in an offering of penny stock for
17 five years following entry of the Final Judgment under Section 20(g) of
18 the Securities Act [15 U.S.C. § 77t] and Section 21(d)(6) of the Securities
19 Exchange Act of 1934 [15 U.S.C. § 78u].

20 3. Defendant agrees that he shall not seek or accept, directly or indirectly,
21 reimbursement or indemnification from any source, including but not limited to payment made
22 pursuant to any insurance policy, with regard to any civil monetary penalty amounts that
23 Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts
24 or any part thereof are added to a distribution fund or otherwise used for the benefit of
25 investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or
26 tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays
27 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are
28 added to a distribution fund or otherwise used for the benefit of investors.

1 4. Defendant waives the entry of findings of fact and conclusions of law pursuant
2 to Rule 52 of the Federal Rules of Civil Procedure.

3 5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of
4 the Final Judgment.

5 6. Defendant enters into this Consent voluntarily and represents that no threats,
6 offers, promises, or inducements of any kind have been made by the Commission or any
7 member, officer, employee, agent, or representative of the Commission to induce Defendant to
8 enter into this Consent.

9 7. Defendant agrees that this Consent shall be incorporated into the Final
10 Judgment with the same force and effect as if fully set forth therein.

11 8. Defendant will not oppose the enforcement of the Final Judgment on the
12 ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil
13 Procedure, and hereby waives any objection based thereon.

14 9. Defendant waives service of the Final Judgment and agrees that entry of the
15 Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to
16 Defendant of its terms and conditions. Defendant further agrees to provide counsel for the
17 Commission, within thirty (30) days after the Final Judgment is filed with the Clerk of the
18 Court, with an affidavit or declaration stating that Defendant has received and read a copy of
19 the Final Judgment.

20 10. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims
21 asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise
22 or representation has been made by the Commission or any member, officer, employee, agent,
23 or representative of the Commission with regard to any criminal liability that may have arisen
24 or may arise from the facts underlying this action or immunity from any such criminal liability.
25 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,
26 including the imposition of any remedy or civil penalty herein. Defendant further
27 acknowledges that the Court's entry of a permanent injunction may have collateral
28 consequences under federal or state law and the rules and regulations of self-regulatory

1 organizations, licensing boards, and other regulatory organizations. Such collateral
2 consequences include, but are not limited to, a statutory disqualification with respect to
3 membership or participation in, or association with a member of, a self-regulatory
4 organization. This statutory disqualification has consequences that are separate from any
5 sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding
6 before the Commission based on the entry of the injunction in this action, Defendant
7 understands that he shall not be permitted to contest the factual allegations of the complaint in
8 this action

9 11. Defendant understands and agrees to comply with the terms of 17 C.F.R.
10 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant
11 or respondent to consent to a judgment or order that imposes a sanction while denying the
12 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
13 equivalent to a denial, unless the defendant or respondent states that he neither admits nor
14 denies the allegations." As part of Defendant's agreement to comply with the terms of Section
15 202.5(e), Defendant: (a) will not take any action or make or permit to be made any public
16 statement denying, directly or indirectly, any allegation in the complaint or creating the
17 impression that the complaint is without factual basis; (b) will not make or permit to be made
18 any public statement to the effect that Defendant does not admit the allegations of the
19 complaint, or that this Consent contains no admission of the allegations, without also stating
20 that Defendant does not deny the allegations; (c) upon the filing of this Consent, Defendant
21 hereby withdraws any papers filed in this action to the extent that they deny any allegation in
22 the complaint; and (d) stipulates solely for purposes of exceptions to discharge set forth in
23 Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, that the allegations in the complaint are
24 true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other
25 amounts due by Defendant under the Final Judgment or any other judgment, order, consent
26 order, decree or settlement agreement entered in connection with this proceeding, is a debt for
27 the violation by Defendant of the federal securities laws or any regulation or order issued under
28 such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19). If

1 Defendant breaches this agreement, the Commission may petition the Court to vacate the
2 Final Judgment and restore this action to its active docket. Nothing in this paragraph affects
3 Defendant's: (a) testimonial obligations; or (b) right to take legal or factual positions in
4 litigation or other legal proceedings in which the Commission is not a party.

5 12. Defendant hereby waives any rights under the Equal Access to Justice Act, the
6 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
7 seek from the United States, or any agency, or any official of the United States acting in his or
8 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,
9 expenses, or costs expended by Defendant to defend against this action. For these purposes,
10 Defendant agrees that Defendant is not the prevailing party in this action since the parties have
11 reached a good faith settlement.

12 13. Defendant agrees that the Commission may present the Final Judgment to the
13 Court for signature and entry without further notice.
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14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: August 26/2016

T. Hunter
Thomas E. Hunter

On August 26/2016, 2016, Thomas E. Hunter, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent



Dou Friedland

REGISTERED SOLICITOR
700 West 18th Ave.
Vancouver, BC
V6C 1S7

Commission Expires: December 2017

Approved as to form:

A handwritten signature of Eric B. Bruce.

Eric B. Bruce
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